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26 **UNITED STATES DISTRICT COURT**  
27 **CENTRAL DISTRICT OF CALIFORNIA**  
28 **WESTERN DIVISION – LOS ANGELES**

29 ALAN LAZAR, an individual,

30 Case No. 2:24-cv-09748-SVW-KS

31 v.  
32 Plaintiff,

33 **STIPULATED PROTECTIVE  
34 ORDER**

35 v.  
36 AMAZON STUDIOS LLC, et al.,

37 Judge: The Honorable Karen L.  
38 Stevenson  
39 Ctrm: 580, 5th Floor

40 Defendants.

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1     1.   A.   PURPOSES AND LIMITATIONS

2         Discovery in this action is likely to involve production of confidential,  
3         proprietary, or private information for which special protection from public  
4         disclosure and from use for any purpose other than prosecuting this litigation may  
5         be warranted. Accordingly, the parties hereby stipulate to and request the Court to  
6         enter the following Stipulated Protective Order. The parties acknowledge that this  
7         Order does not confer blanket protections on all disclosures or responses to  
8         discovery and that the protection it affords from public disclosure and use extends  
9         only to the limited information or items that are entitled to confidential treatment  
10        under applicable legal principles. The parties further acknowledge, as set forth in  
11        Section 12.3, below, that this Stipulated Protective Order does not itself entitle them  
12        to file confidential information under seal. Civil Local Rule 79-5 sets forth the  
13        procedures that must be followed and the standards that will be applied when a party  
14        seeks permission from the court to file material under seal.

15       B.    GOOD CAUSE STATEMENT

16         This action is likely to involve trade secrets and other valuable development,  
17         commercial, financial, strategic, proprietary and/or personal identifying information  
18         for which special protection from public disclosure and from use for any purpose  
19         other than prosecution of this action is warranted. Such confidential and proprietary  
20         materials and information consist of, among other things, confidential business or  
21         financial information, information regarding confidential business practices,  
22         business plans, confidential agreements and their terms, business revenue and  
23         income, royalty income, compensation of employees, contractors, or others,  
24         information regarding confidential business practices, or other competitively  
25         sensitive and confidential research, development, or commercial information  
26         (including information implicating privacy rights of third parties or associates of  
27         EFT Media Productions LLC d/b/a Evolution Media and Alan Lazar), information  
28         otherwise generally unavailable to the public, or which may be privileged or

1 otherwise protected from disclosure under state or federal statutes, court rules, case  
2 decisions, or common law. Accordingly, to expedite the flow of information, to  
3 facilitate the prompt resolution of disputes over confidentiality of discovery  
4 materials, to adequately protect information the parties are entitled to keep  
5 confidential, to ensure that the parties are permitted reasonable necessary uses of  
6 such material in preparation for and in the conduct of trial, to address their handling  
7 at the end of the litigation, and serve the ends of justice, a protective order for such  
8 information is justified in this matter. It is the intent of the parties that information  
9 will not be designated as confidential for tactical reasons and that nothing be so  
10 designated without a good faith belief that it has been maintained in a confidential,  
11 non-public manner, and there is good cause why it should not be part of the public  
12 record of this case. DEFINITIONS

13       2.1 Action: the lawsuit captioned *Alan Lazar v. Amazon Studios LLC, et*  
14 *al.*, Central District of California, Case No. 2:24-cv-09748-SVW-KS.

15       2.2 Challenging Party: a Party or Non-Party that challenges the designation  
16 of information or items under this Order.

17       2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for  
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
20 the Good Cause Statement.

21       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
22 their support staff).

23       2.5 Designating Party: a Party or Non-Party that designates information or  
24 items that it produces in disclosures or in responses to discovery as  
25 “CONFIDENTIAL.”

26       2.6 Disclosure or Discovery Material: all items or information, regardless  
27 of the medium or manner in which it is generated, stored, or maintained (including,  
28

1 among other things, testimony, transcripts, and tangible things), that are produced or  
2 generated in disclosures or responses to discovery in this matter.

3       2.7    Expert: a person with specialized knowledge or experience in a matter  
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
5 an expert witness or as a consultant in this Action.

6       2.8    House Counsel: attorneys who are employees of a party to this Action.  
7 House Counsel does not include Outside Counsel of Record or any other outside  
8 counsel.

9       2.9    Non-Party: any natural person, partnership, corporation, association, or  
10 other legal entity not named as a Party to this action.

11       2.10   Outside Counsel of Record: attorneys who are not employees of a party  
12 to this Action but are retained to represent or advise a party to this Action and have  
13 appeared in this Action on behalf of that party or are affiliated with a law firm which  
14 has appeared on behalf of that party, and includes support staff.

15       2.11   Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18       2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20       2.13   Professional Vendors: persons or entities that provide litigation support  
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24       2.14   Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL.”

26       2.15   Receiving Party: a Party that receives Disclosure or Discovery Material  
27 from a Producing Party.

1       3.     SCOPE

2              The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7              Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.

9       4.     DURATION

10             Even after final disposition of this litigation, the confidentiality obligations  
11 imposed by this Order shall remain in effect until a Designating Party agrees  
12 otherwise in writing or a court order otherwise directs. Final disposition shall be  
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
14 or without prejudice; and (2) final judgment herein after the completion and  
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
16 including the time limits for filing any motions or applications for extension of time  
17 pursuant to applicable law.

18       5.     DESIGNATING PROTECTED MATERIAL

19            5.1     Exercise of Restraint and Care in Designating Material for Protection.  
20          Each Party or Non-Party that designates information or items for protection under  
21 this Order must take care to limit any such designation to specific material that  
22 qualifies under the appropriate standards. The Designating Party must designate for  
23 protection only those parts of material, documents, items, or oral or written  
24 communications that qualify so that other portions of the material, documents, items,  
25 or communications for which protection is not warranted are not swept unjustifiably  
26 within the ambit of this Order.

27            Mass, indiscriminate, or routinized designations are prohibited. Designations  
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to impose  
2 unnecessary expenses and burdens on other parties) may expose the Designating  
3 Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it  
5 designated for protection do not qualify for protection, that Designating Party must  
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7       5.2 Manner and Timing of Designations. Except as otherwise provided in  
8 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
10 under this Order must be clearly so designated before the material is disclosed or  
11 produced.

12       Designation in conformity with this Order requires:

13           (a) for information in documentary form (e.g., paper or electronic  
14 documents, but excluding transcripts of depositions or other pretrial or trial  
15 proceedings), that the Producing Party affix at a minimum, the legend  
16 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
17 contains protected material. If only a portion or portions of the material on a page  
18 qualifies for protection, the Producing Party also must clearly identify the protected  
19 portion(s) (e.g., by making appropriate markings in the margins).

20       A Party or Non-Party that makes original documents available for inspection  
21 need not designate them for protection until after the inspecting Party has indicated  
22 which documents it would like copied and produced. During the inspection and  
23 before the designation, all of the material made available for inspection shall be  
24 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
25 documents it wants copied and produced, the Producing Party must determine which  
26 documents, or portions thereof, qualify for protection under this Order. Then, before  
27 producing the specified documents, the Producing Party must affix the  
28 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing  
2 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
3 markings in the margins).

4                   (b) for testimony given in depositions that the Designating Party  
5 identify the Disclosure or Discovery Material (1) by a statement on the record at the  
6 deposition, or (2) by written notice of such designation sent to all parties within  
7 five (5) court days after the transmittal to Counsel of the transcript of the deposition.  
8 Until the expiration of five (5) court days after the transmittal to Counsel of the  
9 transcript of the deposition, the Parties shall treat all of the deposition testimony as  
10 Confidential.

11                   (c) for information produced in some form other than documentary  
12 and for any other tangible items, that the Producing Party affix in a prominent place  
13 on the exterior of the container or containers in which the information is stored the  
14 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants  
15 protection, the Producing Party, to the extent practicable, shall identify the protected  
16 portion(s).

17                 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
18 failure to designate qualified information or items does not, standing alone, waive  
19 the Designating Party’s right to secure protection under this Order for such material.  
20 Upon timely correction of a designation, the Receiving Party must make reasonable  
21 efforts to assure that the material is treated in accordance with the provisions of this  
22 Order and must endeavor in good faith to obtain all materials containing the  
23 information that it distributed to persons not authorized to have access to such  
24 information.

25                 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26                 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
27 designation of confidentiality at any time that is consistent with the Court’s  
28 Scheduling Order.

1       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
2       resolution process under Local Rule 37.1 et seq.

3        6.3 The burden of persuasion in any such challenge proceeding shall be on  
4 the Designating Party. Frivolous challenges, and those made for an improper  
5 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
6 parties) may expose the Challenging Party to sanctions. Unless the Designating Party  
7 has waived or withdrawn the confidentiality designation, all parties shall continue to  
8 afford the material in question the level of protection to which it is entitled under the  
9 Producing Party's designation until the Court rules on the challenge.

## 10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11        7.1 Basic Principles. A Receiving Party may use Protected Material that is  
12 disclosed or produced by another Party or by a Non-Party in connection with this  
13 Action only for prosecuting, defending, or attempting to settle this Action. Such  
14 Protected Material may be disclosed only to the categories of persons and under the  
15 conditions described in this Order. When the Action has been terminated, a  
16 Receiving Party must comply with the provisions of section 13 below (FINAL  
17 DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

21       7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
22 otherwise ordered by the court or permitted in writing by the Designating Party, a  
23 Receiving Party may disclose any information or item designated  
24 “CONFIDENTIAL” only to:

(b) the Receiving Party himself or herself, or if the Receiving Party is an entity, the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) House Counsel to whom it is reasonably necessary to disclose this material, and Kevin Koloff to the extent reasonably necessary, provided that he signs the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

(d) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(e) the court and its personnel;

(f) court reporters and their staff;

(g) professional jury or trial consultants, mock jurors, and

Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(h) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(i) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) counsel for the deposing party has a good faith basis to believe that the witness has personal knowledge of the information or material designated as CONFIDENTIAL; (2) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (3) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(j) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

15 (c) cooperate with respect to all reasonable procedures sought to be  
16 pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

25 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
26 PRODUCED IN THIS LITIGATION

1 information produced by Non-Parties in connection with this litigation is protected  
2 by the remedies and relief provided by this Order. Nothing in these provisions should  
3 be construed as prohibiting a Non-Party from seeking additional protections.

4 (b) In the event that a Party is required, by a valid discovery request,  
5 to produce a Non-Party's confidential information in its possession, and the Party is  
6 subject to an agreement with the Non-Party not to produce the Non-Party's  
7 confidential information, then the Party shall:

8 (1) promptly notify in writing the Requesting Party and the  
9 Non-Party that some or all of the information requested is subject to a confidentiality  
10 agreement with a Non-Party;

11 (2) promptly provide the Non-Party with a copy of the  
12 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
13 reasonably specific description of the information requested; and

14 (3) make the information requested available for inspection by  
15 the Non-Party, if requested.

16 (c) If the Non-Party fails to seek a protective order from this court  
17 within 14 days of receiving the notice and accompanying information, the Receiving  
18 Party may produce the Non-Party's confidential information responsive to the  
19 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
20 Party shall not produce any information in its possession or control that is subject to  
21 the confidentiality agreement with the Non-Party before a determination by the  
22 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
23 expense of seeking protection in this court of its Protected Material.

24 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
28 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts

1 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
2 or persons to whom unauthorized disclosures were made of all the terms of this  
3 Order, and (d) request such person or persons to execute the “Acknowledgment and  
4 Agreement to Be Bound” that is attached hereto as Exhibit A.

5 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
6 **PROTECTED MATERIAL**

7 When a Producing Party gives notice to Receiving Parties that certain  
8 inadvertently produced material is subject to a claim of privilege or other protection,  
9 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
10 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
11 may be established in an e-discovery order that provides for production without prior  
12 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
13 parties reach an agreement on the effect of disclosure of a communication or  
14 information covered by the attorney-client privilege or work product protection, the  
15 parties may incorporate their agreement in the stipulated protective order submitted  
16 to the court.

17 **12. MISCELLANEOUS**

18       12.1 **Right to Further Relief.** Nothing in this Order abridges the right of any  
19 person to seek its modification by the Court in the future.

20       12.2 **Right to Assert Other Objections.** By stipulating to the entry of this  
21 Protective Order no Party waives any right it otherwise would have to object to  
22 disclosing or producing any information or item on any ground not addressed in this  
23 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
24 ground to use in evidence of any of the material covered by this Protective Order.

25       12.3 **Filing Protected Material.** A Party that seeks to file under seal any  
26 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
27 only be filed under seal pursuant to a court order authorizing the sealing of the  
28 specific Protected Material at issue. If a Party’s request to file Protected Material

1 under seal is denied by the court, then the Receiving Party may file the information  
2 in the public record unless otherwise instructed by the court.

3 **13. FINAL DISPOSITION**

4 After the final disposition of this Action, as defined in paragraph 4, within 60  
5 days of a written request by the Designating Party, each Receiving Party must return  
6 all Protected Material to the Producing Party or destroy such material. As used in  
7 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,  
8 summaries, and any other format reproducing or capturing any of the Protected  
9 Material. Whether the Protected Material is returned or destroyed, the Receiving  
10 Party must submit a written certification to the Producing Party (and, if not the same  
11 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
12 (by category, where appropriate) all the Protected Material that was returned or  
13 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
14 abstracts, compilations, summaries or any other format reproducing or capturing any  
15 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
16 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
17 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
18 reports, attorney work product, and consultant and expert work product, even if such  
19 materials contain Protected Material. Any such archival copies that contain or  
20 constitute Protected Material remain subject to this Protective Order as set forth in  
21 Section 4 (DURATION).

22 14. Any violation of this Order may be punished by any and all appropriate  
23 measures including, without limitation, contempt proceedings and/or monetary  
24 sanctions.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
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3 Respectfully submitted,  
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5 Dated: June 26, 2025 LAVELY & SINGER, P.C.  
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7 By: */s/ David B. Jonelis*  
8

David B. Jonelis  
Kelsey J. Leeker

9 Attorneys for Plaintiff Alan Lazar  
10

11 Dated: June 26, 2025 JENNER & BLOCK LLP  
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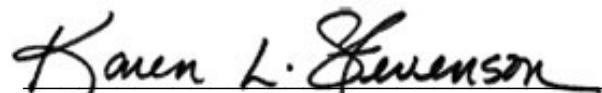
13 By: */s/ Andrew J. Thomas*  
14

Andrew J. Thomas  
Eric W. Wolff

15 Attorneys for Defendant  
16 EFT Media Productions LLC d/b/a  
Evolution Media  
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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.  
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20 DATED: July 1, 2025  
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The Honorable Karen L. Stevenson  
Chief United States Magistrate Judge

1                   **ATTESTATION UNDER LOCAL RULE 5-4.3.4**

2                   I, Andrew J. Thomas, am the ECF User whose ID and password are being  
3 used to file this [Proposed] Stipulated Protective Order. In compliance with Local  
4 Rule 5-4.3.4(a)(2)(i), I hereby attest that David B. Jonelis concurs in the filing's  
5 content and has authorized the filing.

6

7 Dated: June 26, 2025

JENNER & BLOCK LLP

8                   By: /s/ Andrew J. Thomas

9                   Andrew J. Thomas  
10                   Eric W. Wolff

11                   Attorneys for Defendant  
12                   EFT Media Productions LLC d/b/a  
13                   Evolution Media

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## EXHIBIT A

## ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Alan Lazar v. Amazon Studios LLC, et al.*, United States District Court for the Central District of California Case No. 2:24-cv-09748-SVW-KS. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

15 I further agree to submit to the jurisdiction of the United States District Court  
16 for the Central District of California for the purpose of enforcing the terms of this  
17 Stipulated Protective Order, even if such enforcement proceedings occur after  
18 termination of this action. I hereby appoint \_\_\_\_\_ [print  
19 or type full name] of \_\_\_\_\_ [print or type  
20 full address and telephone number] as my California agent for service of process in  
21 connection with this action or any proceedings related to enforcement of this  
22 Stipulated Protective Order.

23 | Date:

24 | City and State where sworn and signed:

25 Printed name:

26 | Signature: